

Exhibit A

Final Redacted 2023 Engagement Letter

Via Email

November 27, 2023

Chris Amani, Chief Operating Officer and Acting Chief Executive Officer
 Terraform Labs Ltd. Pte.
 1 Wallich Street #37-01
 Guoco Tower
 Singapore (078881)
amani@terra.money

Re: Conversion of Retainer, Subject to Refund

Dear Chris:

As we have discussed, Dentons US LLP ("Dentons", "we", or "us") appreciates the opportunity to continue representing Terraform Labs Ltd. Pte. ("TFL"). The number of matters for which we support TFL has expanded over time, and we have taken the position of global coordinating counsel and is processing payments by TFL for retainers requested, and legal fees and costs expended, by Dentons, other firms, and various vendors assisting in providing of legal advice and representation to TFL and its present and former employees. As a result, we are updating the terms of our engagement with respect to a number of these new matters to ensure accurate and efficient management of these matters.

This engagement letter ("2023 Engagement Agreement"), including the attached Terms of Business, will replace all prior engagement letters with you with respect to the remaining active matters, which include the SEC and other civil cases; ongoing US criminal and related investigations in Korea, Singapore, and Switzerland; and various corporate matters.

The engagement agreement of May 25, 2021 (the "2021 Engagement Agreement") shall remain in effect with respect to all parties thereto for matters 2 (SEC advice), 6 (US Class Actions), and 19 (CFTC Investigations). Fees and costs expended for matters 2, 6, and 19 shall continue to be invoiced against any matter 2 retainer balance. With respect to the other parties subject to the 2021 Engagement Agreement – Do Hyeong Kwon and C.J. Han – they are not a party to this 2023 Engagement Agreement. For avoidance of doubt, legal matters regarding those individuals shall be subject to separate engagements and not this 2023 Engagement Agreement between TFL and Dentons.

Effective today, you agree to convert the matter 2 retainer to a matter 22 retainer, which may be applied to any TFL matters subject to this 2023 Engagement Letter, which are any TFL matters other than matters 2, 6, and 19. Funds received and processed after today's date shall be allocated to the matter 22 retainer account for payment of ongoing active matters. You agree that the matter 22 retainer will be deposited in Dentons' account and not a client trust account and understand that the matter 22 retainer is Dentons' property upon receipt and any interest earned belongs to Dentons. If at the end of our engagement regarding matters subject to this 2023 Engagement Letter, the matter 22 retainer exceeds the outstanding balance of our fees and expenses, we will promptly refund the unused portion.

Ethics opinions explain that this type of arrangement may benefit both lawyers and clients. For example, it ensures lawyers are paid for their services. In addition, if an advance payment retainer were deposited in a client trust account instead of the lawyer's account, the funds would remain the property of a client and might be subject to claims of the client's creditors, thereby making it difficult for the client to retain counsel.

Therefore, you agree that the terms of this advance payment retainer are conditions of matters subject to this 2023 Engagement Letter.

We will send you an invoice for any additional retainer amount. You may make payments in USD in any amount or in cryptocurrency of up to [REDACTED] BTC monthly at a wallet we designate in writing. We or our third-party service providers will use best efforts to convert up to [REDACTED] USD in value of BTC weekly. You accept any and all risks in the variation of the BTC amounts sent, in particular if more than [REDACTED] weekly is transmitted. Value of the transmitted tokens is calculated at the time it is received in USD in the applicable Dentons retainer account for TFL. Dentons is not responsible for delays in conversion or deposit of such funds and will use time-weighted average pricing to endeavor to secure best available pricing from payment vendors and/or liquidity partners. If the value of BTC increases, TFL's obligation to fund the matter 22 retainer remains the USD amount invoiced. If the value of BTC decreases prior to Dentons' conversion of BTC sent by TFL, Dentons reserves the right to request TFL true-up the final amount due to that retainer.


If we provide services to you in connection with a court proceeding after you provide the retainer, we will comply with the rules in the jurisdiction in which the court sits and that may include transferring the balance of the retainer to a client trust account.

You may terminate the Engagement governed by this agreement at any time and for any reason, but will remain responsible for paying any fees or expenses accrued up to the time you give us notice of the termination. We may stop providing services to you to the extent permitted or required by our ethical or other obligations. When we complete the services that you have retained us to perform in a particular engagement, we may consider that engagement concluded without further confirmation and notice to you, unless you ask us to perform additional work that we agree to undertake. When we complete the services that you have retained us to perform in all existing engagements, unless you ask us to perform additional work that we agree to undertake, you will have the status of a former client under the ethics rules without further confirmation.

Please indicate your agreement by providing your ink or electronic signature below and returning a copy of this letter to me.

If you have any questions, please contact Mark Califano, Allison Jetton, or me at any time to discuss. We appreciate the opportunity to continue working with you and TFL.

Sincerely,

DocuSigned by:

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Douglas W. Henkin, Esq.
Partner

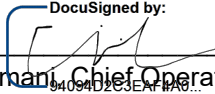
cc: Peter Hsieh, Ashwin Mathialagan; Mark Califano, Allison Jetton

Enc. (2):

1. Terms of Business
2. May 2021 Engagement Agreement

I agree to the terms of this 2023 Engagement Agreement as set forth herein.

DocuSigned by:



Chris Amani, Chief Operating Officer and Acting Chief Executive Officer
Terraform Labs Ltd. Pte.
1 Wallich Street #37-01
Guoco Tower
Singapore (078881)

11/27/2023 | 6:19 PM PST

Date